

**CITY OF RIVIERA BEACH
REQUEST FOR PROPOSAL
No. 871-17-2
BODY WORN CAMERA AND VIDEO MANAGEMENT SOLUTION**



Event	Date
Date RFP Issued	February 28, 2017
Due date for bidder questions	March 15, 2017
Due date for bidder responses	March 22, 2017
RFP Due Date	April 3, 2017
Selection Committee Date	April 2017
Interview/Presentations held (IF NEEDED)	TBD – April 2017
Proposed Council Date	May 2017
Start Date	June 2017

BID CONTACT:

DEAN MEALY, II
CITY PURCHASING DIRECTOR
DMEALY@RIVIERABCH.COM
(561) 842-5105

NO PHONE INQUIRIES WILL BE ACCEPTED. ALL CORRESPONDENCE SHALL BE DIRECTED TO THE CITY PURCHASING DIRECTOR VIA EMAIL OR FAX.

CONTRACT TERM:

FIVE (5) years

PRICES GOOD FOR:

120 DAYS

The OWNER for the Project is the City of Riviera Beach, Florida.

Remainder of page left intentionally left blank.

TABLE OF CONTENTS

INTRODUCTION 4

I. SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS..... 6

II. EVALUTION CRITERIA..... 14

III. PROPOSAL FORMAT 17

IV. SPECIAL TERMS AND CONDITIONS..... 20

V. INSURANCE REQUIREMENTS..... 25

VI. GENERAL TERMS AND CONDITIONS..... 27

VII. REQUIRED FORMS..... 31

INTRODUCTION:

The City of Riviera Beach, Florida (City) is soliciting sealed proposals for Body Worn Camera and Video Management Solutions. ***The initial term of the Contract shall be for five (5) years, with the first six (6) months being a trial period. In the event that the City determines that the services of the selected vendor are not satisfactory on or before the end of the six (6) month trial period, the City reserves the right to terminate the contract and pursue whatever alternate course of action it deems to be in the City's best interest including, but not limited to, negotiating a contract for these services with the next highest ranked vendor.***

This Request for Proposal (RFP) provides guidelines for submission and outlines the essential services desired for the engagement. Proposals will be accepted at the City of Riviera Beach, Office of the City Clerk, 600 West Blue Heron Boulevard, Suite #140, Riviera Beach, FL 33404, until **April 3, 2017 at 2 pm (EST)**

Late proposals will not be accepted or considered.

This RFP, including a scope of services, may be obtained by visiting the City's web-site at www.rivierabch.com. Additionally, proposals may be obtained at the City of Riviera Beach Purchasing Department, 2051 MLK Boulevard, Suite #310, Riviera Beach, FL 33404. Proposals shall be prepared, addressed and submitted in compliance with the instructions set forth in this RFP. The City reserves the right to reject any or all proposals and to waive technicalities, if such measures are deemed appropriate and in the best interest of the City. Any proposal received after the date and time specified, whether by mail or otherwise, will not be accepted or considered. Any uncertainty regarding the time a proposal is received will be resolved against the proposer.

REFER ALL QUESTIONS TO:

Dean Mealy, II City Purchasing Director by email or fax:

Fax: 561-842-5105

E-Mail: dmealy@rivierabch.com

PLEASE SUBMIT TWO (2) ORIGINAL HARD COPIES AND SEVEN (7) DIGITAL COPIES ON USBs DRIVE.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.

CITY OF RIVIERA BEACH
 600 WEST BLUE HERON BOULEVARD, SUITE 140
 RIVIERA BEACH, FL 33404
 (REQUEST FOR PROPOSAL NOTICE)

RFP TITLE:	BODY WORN CAMERA AND VIDEO MANAGEMENT SOLUTION		
PROPOSAL #:	RFP 871-17-2		
ISSUE DATE:	March 1, 2017		
DUE DATE and TIME:	April 3, 2017 2 PM EST Proposals will NOT be received after this time.		
PRE-PROPOSAL CONFERENCE: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO MANDATORY: <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> NOT APPLICABLE			
<p>Inquiries regarding this Proposal must be submitted in writing via email, fax, or mail on or before: March 15, 2017 at 2 P.M.</p> <p><u>No phone inquiries will be accepted and will be reported to the Office of the Inspector General.</u></p>			
PROPOSAL SECURITY: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO AMT: N/A	PERFORMANCE BOND: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	AMT:	N/A

PROVIDERS who are interested in providing this service may obtain a Request for Proposal at www.rivierabeach.com. This document is also available via the internet at www.DemandStar.com. Adobe Acrobat® Reader is required to view electronic documents on-line. The City is not responsible for the content of any bid package received through any 3rd party bid service or any source not listed above. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party. The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our or any website. In the event of any discrepancy between information on website and the hard copy specifications, the terms of the hard copy specification will control.

Upon receipt of this proposal document, any and all communications regarding this proposal must be made only to the Purchasing Department as noted above. Any violation of this condition could result in proposal disqualification. **This is a Sealed Proposal - Fax or electronic replies will not be accepted.**

ON-LINE PROVIDER DISCLAIMER:

Demandstar.com has no affiliation with the City of Riviera Beach other than as a service that facilitates communication between the City and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the City. Communications to DemandStar.com do not constitute communications to the City.

City of Riviera Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

I. SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS

The City is hereby soliciting proposals from qualified vendors to provide a commercially available turnkey, cloud based Body Worn Camera (BWC) and Video Management Solution (VMS) that shall be able to capture video from a law enforcement officer's perspective and store the recorded video to a secure hosted website or secure local storage solution.

Proposers shall be required to provide all body worn camera devices, cables, and components along with related video storage management software. Proposer's body worn camera and video management storage solution should be full and complete and include, but not be limited to , all necessary software, hardware, peripherals and associated cabling and devices. The body worn camera and video management storage solution shall be scalable, flexible, and capable of providing live feed capabilities. The body worn camera shall have the ability to be integrated with an in-car video system. The current provider is Panasonic Arbitrator. Proposer may propose integration options to other in-car system to provide activation triggers, enhanced security and data collection.

Proposers should have the ability to perform auto uploading of video software without the need of docking to a station or have a GPS chip built inside the Body Worn camera so it can be tracked if lost or abandoned.

The successful Proposer will be required to provide a complete Scope of Work that contains: Implementation Plan and Strategy, Project Timelines and Deployment Schedules, User Training of Administrative Function and User Functions, documentation and diagrams with complete breakdown of the infrastructure and user acceptance testing. The City requires the Proposer to be able to properly implement, deploy, install, train, document the environment regarding body work camera and video management storage solution and provide maintenance and technical support services throughout the resultant contract term.

The City's goal is that implementation of the proposed BWC and associated video management storage solution will not only allow our police officers to record specific situations while in the performance of their duties including, but not limited to, traffic stops, response to domestic disputes, etc., but may also serve as a tool for the Riviera Beach Police (RBPD) to better evaluate the effectiveness of their officers' interaction with the general public.

It is anticipated that the City will procure approximately 110 BWC devices for use by the Riviera Beach officers and supervisors by means of this solicitation. The proposed body worn camera and video management storage solution must be capable of supporting RBPD's current needs as well as capable of accommodating future growth, if needed.

The City desires a turn-key BWC that includes all hardware, software, and any other goods or services required to meet the following criteria. The City anticipates initially purchasing 110 BWC's which will be deployed by RBPD in phases, but reserves the right to increase or decrease the actual number in use without the need to extend the Contract term.

The City has established the following criteria for the proposed BWC hardware. Please note that certain specific criteria has been deemed "Mandatory" by the City and other criteria is designated as "Preferred".

BWC Mandatory Criteria

- a) Field of view: The BWC unit must have a view of at least 100 degrees with a maximum view of 142 degrees.
- b) Pre-event buffer: BWC must capture at least thirty (3) seconds of video (no audio) prior to officer initiating the recording,
- c) Visual indicator: BWC must have a lighted indicator that shows current operating mode and battery level. Any illuminated controls or indicators should have a user option (customizable settings) which allows them to be darkened during a tactical nighttime situation.
- d) Recording time: BWC must record for a minimum of four (4) hours per activation to allow for lengthy interviews and investigations.
- e) Internal Storage: BWC must have a minimum of 64 GB of internal storage memory and store a minimum of twenty-four (24) hours of video on device.
- f) Recording Speed: BWC frame rate must be no less than thirty (3) frames per second or better.
- g) Video Safeguards: Users must not be able to delete or edit video on the camera.
- h) Video Resolution: BWC must have a minimum of 720P or higher
- i) Audio on/off settings: Audio and video should conform to MPEG 1-4 standards including color video
- j) Upload and charging: Battery charging and docking for file transfer is required to be a concurrent process multi-docking station capable of automated upload and include a charging feature.
- k) Ability to upload without Dock using LTE.
- l) If auto upload with LTE is not available, the device must have a built in GPS Chip that allows the City to track the location of said device if device is lost or abandoned.

BWC Preferred Criteria

- a. Multiple mounting options: The BWC should have multiple mounting options to accommodate varying field situations.
- b. Rechargeable battery life: BWC battery must have a minimum of twelve (12) hours of standby time using 720P or higher.
- c. Night Mode: RBPD prefers low light capability equal to 1 lux. Cameras offering night vision enhancement will not be accepted unless the user has the option to disable it. The goal is to have a camera that closely matches the capability of the human eye.
- d. On-scene viewing: BWC must have the ability to view video on scene (live stream with delay) in the field and allow for entering of metadata.

- e. Configurable A/V settings: Bit rate (multiple settings to optimize file size and upload speed). Audio on/off settings; audio and video should conform to MPEG 1-4 standards including color video.

VMS Preferred Criteria

- a. Solution shall be a cloud-based data storage solution with the capability of organizing/managing incidents and be accessible via the internet to multiple users simultaneously.
- b. Solution must be web based and not require the installation onto user's computers.
- c. Solution must be scalable and flexible to handle changing needs of the City and must be able to integrate with the City's system.
- d. Solution shall allow for authorized users to be established based on various roles and permissions by the designated system administrator.
- e. Solution shall provide an automated method of transfer to move files from BWC to storage system such as drop in docking stations or wireless upload.
- f. Solution shall provide for remote viewing of the stored video for non-technical RBPB staff as well as others based on permissions granted by designated system administrator.
- g. Authorized users should be able to search by name, date, event, device, case/incident number, etc.; as well as add case numbers, notes, etc. to each file within Solution by category.
- h. Authority to access stored video shall be hierarchical in nature with a log/audit trail illustrating users who have viewed and copied video to an external source (i.e. DVD, thumb drive/ long term storage).
- i. Solution software must allow officers to link BWC, view videos, and attach metadata to recordings while on the field, and prior to uploading, through a one-end USB cable into a PC device.
- j. Solution must provide encryption in storage and transport, and provide security back-up of all data.
- k. Solution must securely store all videos and recordings in a way that only City authorized users and users authorized by the RBPB can view.
- l. Solution must have the ability to share files internally and externally via secure links over the internet.
- m. Solution must have the ability to set variable retention rules per RBPB preferences.
- n. Solution must be playable/viewable by standard video player software, including Microsoft, Quick Time, etc. No proprietary file formats will be accepted.
- o. Solution must have the ability to set time tables for automatic deletion of files with notifications prior to deletion.

- p. Solution must have the ability to allow redacting of files to include deleting certain portions of file (video or audio) and blurring out particular images within a video.
- q. Solution must have security features that assured digital evidence will meet all standards for reliability in court.
- r. Solution must have a two tier storage capability for active video and long term storage needs.
- s. Solution should be redundantly backed-up. Proposers are to provide information on the firm's co-location strategy and disaster recovery and fully detail current procedures within the Proposal.
- t. Solution Disaster Recovery site must be based on in the United States based on DHS requirements.

Active and Long Term Video Storage Criteria

Mandatory Criteria

- a. Solution must allow for the video to be exported in an industry standard file format. (e.g. AVI, MPEG, MP4)
- b. Video storage must support a backend IP, externally hosted, based retrieval system available to multiple users.
- c. Storage solution must comply with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) data protection and transport (i.e. SSL) standards, etc.
- d. Data storage must be co-located and have an established Disaster Recovery (DR) solution to ensure Solution reliability.
- e. Upon request, the selected Proposer shall provide all data in an indexed and searchable format on an external hard drive to RBPD.
- f. Solution must allow the designated system administrator to control the length of retention and deletion of videos.
- g. Solution should provide for sufficient storage capacity to comply with RBPD's retention guidelines.
- h. Solution storage must provide a minimum of twenty-four (24) hours of High Definition (HD) in camera video storage.
- i. Solution must maintain and be able to export audit trail along with video.
- j. Solution must have a Retention scheme built in that automatically runs daily based on FDLE/DHS and State of Florida Retention Policies.
- k. If a Data Breach has occurred in the SAAS environment, the City must be contact within 1 hour to advise them of the severity of the breach and the amount of data that has was

leaked and provide a report on what was done to secure the network after the breach.

Solution Security Criteria

- a. Provide the ability for each user to be uniquely identified by ID.
- b. Provide basic authentication through use of secure passwords.
- c. Provide the ability to enforce password expiration.
- d. Provide ability to require automatic password expirations when initially assigned or reset.
- e. Provide ability to configure password parameters such as password lengths, user access to expiration settings and other behaviors, enabling alphanumeric characters, etc.
- f. Provide the ability to encrypt transmitted data and authentication information over internal and external networks.
- g. Provide support for Secure Socket Layer (SSL) 128 bit and 256 encryption.
- h. Provide ability to protect audit logs from unauthorized access and ensure that users cannot delete files or change settings.
- i. Provide ability to log activities performed by specific user ID and IP address and to time-date stamp all activities.
- j. Provide ability to identify and log all subsequent access points to ensure accountability is maintained throughout session.
- k. Provide centralized administration, user authorization, registration and termination.
- l. Provide ability for concurrent sessions.
- m. Enable automatic logoff of ID after a defined period of session inactivity, and perform subsequent re-log on password authentication.
- n. Ability to lock out user or group ID by date or time or both.

Provide ability to set an unsuccessful access attempt limit and suspend ID's after reaching the unsuccessful access threshold.

Solution Security Criteria

Proposals shall include full warranty for the term of the contract and support on all items with each device purchased. Extended warranty shall be offered for all devices upon the expiration of the included one-year warranty. Proposals shall specify cost for each BWC extended warranty for support and maintenance on all items.

Proposers must provide a detailed description of the maintenance services that are available once the one-year warranty has expired.

All shipping/transportation costs, parts, and labor costs shall be included in the initial warranty coverage and on-going extended warranty coverage. Repair and/or replacement shall be provided at no charge during the warranty period for parts with manufactured defects.

Hosting, Software Maintenance, and Technical Support Services

The proposed Solution must be the most recent release and the selected Proposer shall provide all hosting, software maintenance and technical support services for the proposed Solution throughout the term of the contract.

- a. Hosting and software maintenance services, at a minimum shall include updates and upgrades to the Solutions, including corrections of any substantial defects, fixes of any minor bugs, and fixes due to any conflicts with mandatory operating system security patches as well as upgrades to new version releases. Non-production environments, such as testing and staging shall also be covered as well as backward compatibility with the developed BWC devices.
- b. The selected Proposer must have technical support services available, on a toll free basis, twenty-four 24 hours a day, seven 7 days a week, during the entire contract period with a one hour (60 minutes) or less response time to problems with a clearly defined priority escalation process. The selected Proposer shall also provide on-site technical support when required at no cost. This on-site support may be requested when it is determined in the proposal response outlining the support services offered and any limitations.

BWC On-Site Inventory

The selected Proposer shall provide the City, at no additional cost, with an inventory of spare equipment, devices, and accessories.

- a. The quantity supplied will be equal to 10% of active units deployed by RBPD.
- b. Stock will be available to RBPD at all times.
- c. Respondent must identify how long it will take to replenish requested stock upon notification from the City.
- d. All units will be maintained by the RBPD for use as immediate replacements, when needed.
- e. Spare stock cannot be refurbished equipment.
- f. Equipment stock to include BWC's, and other ancillary equipment.
- g. Request for expedited delivery will be accommodated, at the expense of the City, on an as needed basis.

Equipment Shall Be Most Recent Model Available

The equipment being offered by the selected Proposer shall be the most recent model available. Any optional components which are required in accordance with the device specifications shall be considered standard equipment for purposes of this solicitation. BWC device offerings shall be for new equipment only. The Proposer must agree to upgrade the BWC and Solution purchased by the City, at no additional cost, if a newer version becomes available during the term of the contract within twelve (12) months of new equipment being offered.

Services to be Provided

The selected Proposer must provide a detailed explanation and implementation timeline with their proposal that confirms the firm's ability to immediate contract startup. The explanation must demonstrate that adequate equipment will be available at the time of the resultant contract award to accommodate the service level expectation of the RBPD. Proposers shall include the following information in their proposal:

- Provide implementation schedule and delivery dates listing all equipment, devices, and services requested in the Scope of Services.
- Identify the technical support and assistance that will include, but not limited to, the following: devices worn by police personnel, docking/charging stations, networking equipment, WAN/LAN connectivity, system software, system upgrades and video retrieval software and procedures.

Although it is anticipated that approximately 110 BWC's may be required in the initial contract term, Proposers are advised that these are estimated quantities and not a guarantee. It is anticipated that the deployment of the new BWC equipment will occur after a training is completed with RBPD staff. The selected Proposer will be required to assist RBPD staff to complete the deployment and be available to assist with any equipment or system issues.

The City requests that the selected Respondent must agree to be the sole contact for Services to be provided and/or requested by the City. The City shall not accept nor is willing to interact through a third party for Services to be rendered under this contract.

Training Services

The selected Proposer shall provide system administration, power users, officers, diagnostic repair, and maintenance training to be designated by RBPD staff. It is anticipated that the training will be conducted in phases to be coordinated by the selected Vendor and the RBPD for three shifts of staff.

Training will be conducted on-site at a designated location provided by the RBPD and be coordinated with approved dates/times by the authorized RBPD project manager. The selected Proposer shall supply an electronic copy of all training materials to the RBPD. Additional training shall be made available via on-line videos or other resources on an ongoing basis throughout the

term of the contract awarded as a result of this solicitation. Respondents shall provide a detailed description of the training services to be provided in their Proposal.

Additionally, the Respondent shall provide an overview to the community at a designated time of the BWC functionality with the purpose of education of the ongoing program.

Termination Clause

In the event of termination of Services by either party, the Respondent must agree to hold the City's data for a minimum of one hundred eighty days (180) from the termination and allow the City access to files.

Responses to Public Records Request

At the request to the City, the selected Respondent shall collect data, videos, and other records in the selected Proposer's BWC and Video Management Solution that are responsive to public records requests in accordance with City policy.

The selected Proposer shall not charge the City for its services in complying with the public records requests in excess of the costs the City may charge to members of the public under Florida Statutes Chapter 119 for such services. The selected Proposer shall submit the records it has collected to the City and the City retains the sole right and discretion of determining what records shall be produced in response to public records requests directed to the City.

Remainder of page left blank intentionally.

II. EVALUATION METHOD AND CRITERIA

The Evaluation Committee will convene for a public meeting to rank the most advantageous proposal meeting all the needs of the City and make a recommendation for contract award. The Procurement Official will advertise the meeting in the appropriate media as directed by law. The City is not bound by the recommendation of the Evaluation Committee and the Procurement Official may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project.

1. Each Proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. **There is no obligation on the part of the City to award the proposal to the lowest priced proposer, and the City reserves the right to award the contract to the proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project, and to waive any irregularity or technicality in the proposals received. The City shall be the sole judge of the proposals and the resulting agreement that is in its best interest and its decision shall be final.**

A. Evaluation Process:

1. City and City personnel will review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.
2. Points will be assigned for each written proposal in accordance with the evaluation criteria listed in "Evaluation Criteria".
3. The City of Riviera Beach reserves the right to interview any or all proposers and to require a formal presentation with key people who will administer and be assigned to work on the contract before recommendation of award. If required, this interview is to be based upon written proposal received.
4. The City reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If the City cannot reach a mutually beneficial agreement with the first selected proposer, the Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached.
5. The City Manager will recommend to the City Council, the award or rejection of all proposal(s).

The evaluation of proposals shall occur in two Phases:

PHASE I – The Committee evaluates and scores all proposals to establish the “Shortlisted” firms that will advance to Phase II of the selection process. A minimum of three firms will be shortlisted.

PHASE II – The Committee evaluates and scores oral presentations by “Shortlisted” firms to establish a #1 Proposer.

B. Selection Committee Procedures for Phase I and II Evaluation:

Each Committee member will award points according to the Selection Criteria described in each Category for the Phase I and Phase II evaluation processes. The points indicated as “Points Possible” will be totaled to achieve the Total Points awarded to each Proposer. The greatest cumulative of Total Points will be ranked 1, the next greatest total ranked 2, etc. The ranking of each Proposer will be tabulated from each Committee member. The three proposers with the highest points will be shortlisted.

For each Phase, the Tabulation Form shall be the basis for determining the ranking of the Proposers.

A minimum of three firms will be short-listed. The short listed Proposers from the Phase I Evaluation will advance to Phase II Evaluation if warranted. Summarized below are the Evaluation Criteria of

Evaluation Criteria

Phase I - Required Responses

<p>BWC/Video Management Solution/Additional Criteria This category is based on the Proposer’s capability to meet the functional and technical specification requirements described in this solicitation, together with an evaluation of how well it matches the Proposer’s understanding of the City’s needs described in this solicitation including, but not limited to, the following:</p> <ol style="list-style-type: none"> 1. BWC Device Criteria 2. Video Management Solution (redaction solution) 3. Video Storage (active/long term) 4. Solution Security Criteria 5. Additional Criteria (e.g. warranty, special features, incentives, etc.) 	<p>Maximum Points 40</p>
<p>Proposer’s Experience and Qualifications This category is based on the proposer’s experience and</p>	<p>Maximum Points</p>

qualifications, including that of key personnel and sub-consultants assigned to this contract, with focus on the successful implementation of similar programs with other law enforcement agencies.	20
Proposer's Approach and Methodology This category is based on the proposer's approach and methodology to providing the services requested in this solicitation including, but not limited to, solution usability, configuration, implementation, training, maintenance and technical and support services.	Maximum Points 15
Proposed Price This category is based on the proposed price components, as well as price incentives and/or discounts, if any, offered by the Respondent	Maximum Points 15
References This category is based on the quality of responses received from the previous clients listed by the proposer as references. The City of Riviera Beach is seeking six (6) references from fully implemented systems.	Maximum Points 10
TOTAL POSSIBLE SCORE	100 POINTS

Phase II Oral Evaluation (OPTIONAL):

Approach to BWC/Video Management Solution/Additional Criteria	0 – 45 points
Technical Experience and Experience of the Team	0 - 10 points
Business Operations and Customer Support	0 - 25 points
Technical Soundness of Presentation	0 - 20 points
TOTAL POSSIBLE SCORE	100 POINTS

All finalists are in equal standing at the beginning of Phase II Evaluation. Each finalist may be requested to provide a presentation for the Selection Committee. These presentations allow each finalist an opportunity to provide the Selection Committee additional information regarding their proposal and demonstrate the qualifications of the firm. Each Selection Committee member shall evaluate and award points in accordance with the scoring criteria specified above. The points awarded for each criteria will be totaled, ranked and tabulated as described herein to determine the #1 Proposer, either on an all or none basis or any combination of service categories.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.

III. PROPOSAL FORMAT

Rules for Proposals: The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between City of Riviera Beach and the firm selected.

Proposal Format: Proposers should prepare their proposals using the following format and follow the numbering format below for tabbing/indexing their RFP proposal.

Title Page:

Table of Contents: A table of contents including page references.

Tab #1 - Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the services to be provided, the commitment to provide the services within the time period, a statement why the proposer believes itself to be the best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer for sixty (60) days. The signer must have the authority to bind the proposer to the submitted proposal, and must include a declaration of that authority in the letter of transmittal. *This letter should not exceed two pages in length.*

Tab #2 – Proposer's Experience and Past Performance

- a. Describe the Proposer's past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served. Additionally, provide a listing of all major law enforcement agency clients currently engaged in business with your firm pertaining to body-worn digital camera systems.
- b. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past five years. The description should identify for each project; client, description of work, total dollar value of contract and phone number, statement of whether Proposer was the prime contractor or sub -contractor and the results of the project. Where possible, list and describe those projects performed for government agencies or similar size private clients. In addition, please describe any current projects your firm is working on.

Tab #3 – Qualifications of Key Personnel and Sub-consultants

- a. Provide an organizational chart showing all key personnel, including their titles, to be assigned to project. Chart must clearly identify the Proposer's employees and those of the sub-contractors or sub-consultants and shall include the functions to be performed

- by the key personnel and their relevant experience on similar projects. All key personnel includes all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
- b. Provide resumes, if available with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any sub-contractors.

Tab #4 – Proposed Solution Functionality/Approach to Providing Services

- a. Provide a detailed description of the proposed BWC devices and Solution. Please include the functionality of each BWC and how the proposed Solution work. This would include a diagram of the technical components of the proposed Solution and a description of how the BWC work both outside and with the proposed Video Management Solution.
- b. Describe Proposer's specific project plan and approach to be used in meeting the Scope of Services for the BWC program requirements.
- c. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project. Describe Proposer's Project Management methodology and recommended strategies in performing the services described. The Proposer shall describe its approach to project organization and management, to include the various project stages and milestones, responsibilities of Proposer's management team, and necessary Proposer and City staffing required to complete the project.
- d. Provide a complete description of the proposed BWC device that is capable of meeting the requirements outlined in the scope. Description should include BWC device capabilities, photos, and product information and specification sheets.
- e. Provide a detailed description of the proposed Video Management Storage Solution that meets the requirements outlined in the scope. Please describe the Solution functionality, screen shots, and information as to how it works.
- f. Explain in detail the security measures that have been imposed on the proposed Video Management Storage Solution to maintain data integrity.
- g. Provide a detailed explanation on the Video Management Solution's infrastructure and the approach to Solution hosting, maintenance, and technical support services, including but not limited to the Proposer's policy regarding new software releases, storage capabilities, software upgrades, updates, patches, bug fixes, optional software features, etc.
- h. Provide a detailed description on how the Solution handles deletion and purging of videos.
- i. Provide a detailed description on how the proposed BWC and Video Management Solution can meet the active and long term video storage requirements outlined.
- j. Provide a detailed description of the proposed BWC extended warranty options inclusive of all devices offerings, warranty inclusions, exclusions, and applicable costs.
- k. Provide a detailed description of how equipment will be repaired and or replaced throughout the term of the agreement.
- l. Please describe your current hosting methodology and uptime percentage. Explain your redundancy and failover mechanism to ensure reliability and availability.
- m. Provide the recommended hardware and software requirements for the proposed Solution to ensure optimal performance for all users.
- n. Provide a detailed description on how the lost, damaged, or stolen equipment requirements can be met.
- o. Provide a detailed description on the current co-location strategy and disaster recovery

process in place. Please fully detail current procedures and identify how many additional co-locations are utilized to ensure no loss of data or Solution availability.

- p. Provide an itemized training plan to describe the training methodology. Explain how the training will be conducted and provide an overview on how the comprehensive training plan for all RBPB users will be rolled out to meet the project objectives.
- q. Provide a detailed description on how the Proposer's technical support services including telephone and email support, response times, escalation procedures, days, and hours available, etc.
- r. Provide the system and data availability metrics from the last two years to demonstrate your Solution's uptime.
- s. Provide a detailed description of the security measures of the proposed Solution.
- t. Provide description of anything (functionality, software customizations, etc.) not identified in the RFP that will be required to make the Proposed Solution meet the Scope of Services. Additionally, please describe any optional components, software modules, and/or recommendations to maximize the use of the BWC devices and associated Video Management Solution.
- u. Provide a description of the proposed BWC and Video Management Solution's ability to meet the minimum requirements.

Tab #5 – Litigation, Arbitration, and Claims or Liens Against Bonds

As a prerequisite for qualification, the following shall apply:

- 1) Contractor shall not be involved in current/pending or past litigation/arbitration in the last seven (7) years, which, in the opinion of the City, is likely to have a material negative impact on the Contractor's ability to execute this project.
- 2) Contractor shall not, in the opinion of the City, display an undesirable pattern of litigation with owners over construction matters.
- 3) Contractor shall not have had a claim against its bonding company in the last seven (7) years wherein the bonding company was required to take over and complete the project or pay outstanding liens on the project.

Tab #6 – Price Proposal Form

Respondents must include a fully completed Price Proposal Form in order to be considered for this solicitation. Although the proposal price will not be the sole factor to determine final ranking for this Solicitation, each respondent should submit their best price as part of their submittal.

The City reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the City.

Tab #7 – Attachments/Required Form Proposals

Provide any attachment, required form proposal mentioned within this RFP and any additional addenda that is not required/provided in Tabs 1 through 6.

Tab #8 – References

The City is requesting a minimum of six (6) references from fully implemented systems.

IV. SPECIAL TERMS AND CONDITIONS

ETHICS REQUIREMENTS

No Proposer may employ, directly or indirectly, the mayor, any member of the City Council or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the City, either directly or through any Proposer of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected City employee may seek a conflict of interest opinion from the City ethics officer prior to the proposal of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Council regarding state law conflict of interest provisions.

Florida Statutes 112, Part III and the City of Riviera Beach Code of Ethics and Procurement Code provide for ethics in procurement. Proposers must read and comply with these provisions as well as Federal, state or City laws governing procurement activities.

RELEASES / PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the Project shall not be made without prior City approval.

CONFIDENTIAL INFORMATION

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records law pertains. Information and materials received by City in connection with all RFPs and proposals shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in its Proposal is exempt from the public records law, then the Proposer must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all material received as public records.

NON-DISCRIMINATION

Proposer shall not discriminate in any way based on race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for selection or service delivery.

RIGHTS AND PRIVILEGES; NO ASSIGNMENT

The selected Proposer will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City Council.

PROCUREMENT CODE

Chapter 16.5 of the Code of Ordinances of the City of Riviera Beach shall govern this RFP.

CITY AS GATEKEEPER OF DOCUMENTS

This document is issued directly by the City of Riviera Beach and the City shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the Proposer to confirm the legitimacy of procurement opportunities or notices directly with the Purchasing Department. The City is not responsible for any solicitations advertised by subscriber publications, or other sources not connected with the City and the Proposer/Proposers should not rely on such sources for information regarding any solicitation made by the City of Riviera Beach.

RIGHT TO CONTRACT FOR SIMILAR/ADDITIONAL SERVICES

The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right the contract awarded under this RFP shall remain in effect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein and previously provided by the proposal. No contract with the City is an exclusive contract, unless explicitly stated in such contract.

OWNERSHIP OF DOCUMENTS

The City shall have full ownership and the rights to use, reproduce, or modify, all drawings, surveys, plans, specifications, reports and documents resulting from this solicitation, and regardless of whether in paper or electronic format, without payment of any royalties or fees to the Proposer. Proposer acknowledges that City's contract will require a full waiver of all intellectual property rights and copyrights in all such documents.

PROPOSAL

The successful Proposer will be required to assume responsibility for all services offered in its proposal whether or not such services are provided by Proposer or a subcontractor. Further, the selected Proposer shall be the sole point of contact with regard to all contractual matters.

INDEMNITY

Proposer agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's performance of the services or caused by or arising out of (a) any act, omission, default or negligence of Proposer in the provision of the services under the contract; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's execution of services under the contract; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Proposer. This indemnification includes, but is not limited to, the performance of the contract by Proposer or any act or omission of Proposer, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Proposer agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Proposer under this indemnification provision. To the extent considered necessary by the City, any sums due Proposer under the contract may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to the contract or otherwise. The parties mutually acknowledge that the provisions of §725.08, Fla. Stat., have been fulfilled and govern this provision. This paragraph shall not be construed to require Proposer to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. This clause shall survive the expiration or termination of this Agreement.

DISCLOSURES AND DISCLAIMERS

This Request for Proposals ("RFP") is being issued by the City of Riviera Beach (hereinafter known

as “City”). Any action taken by the City in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City or their advisors.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter known as “Proposer”).

Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer’s affiliates, officers, directors, shareholders, partners and employees, as requested by the City.

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, nor their advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or advisors, shall be at each Proposer’s own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The City, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the City nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

Formal presentation by the Proposer shall be made before the City which may include one or more Proposers. Contract negotiation will take place with the first choice of the City and if a suitable contractual arrangement cannot be made, negotiations will commence with the second choice or, the City may, at its sole option, withdraw this RFP.

The City reserves the right to select the proposal which in the opinion and sole discretion of the

City will be in the best interest of and/or most advantageous to the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request re-proposal of proposals. All expenses in preparing the proposal and any re-proposals shall be borne by the Proposer.

The City and the Proposer will be bound only if and when a proposal, as it may be modified, is approved and accepted by the City, and the applicable agreements pertaining thereto, are approved, executed and delivered by the Proposer and the City, and then only pursuant to the terms of a contract executed by the Proposer and the City. All or any responses to this RFP may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City and its representatives are governed by the Sunshine law and the Public Records law of the State of Florida and all proposals and supporting data shall be subject to disclosure as required by such laws. All proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by the Public Records law until the date and time selected for opening proposals. Upon award recommendation or ten (10) days after opening, whichever is greater, any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must claim the applicable exemptions to disclosure provided by law in their proposal to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination of the applicability of the Public Records Law.

FLORIDA PROMPT PAYMENT ACT

Proper Invoice: For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:

1. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them).
2. The amount due, applicable discount(s), and the terms thereof.
3. The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number.
4. The Purchase Order or Contract number as supplied by the City.
5. An identification by Department of the party to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Riviera Beach, P.O. Box 10682, Riviera Beach, Florida, 33419-1682.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow down" requirements that those requirements have been complied with.

DISPUTE RESOLUTION

Any suit brought in connection with the banking services contract must be tried in Palm Beach

County. In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department which has the dispute along with a representative of the City's Purchasing Department and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specific its nature. This procedure shall commence not later than forty five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Official shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

EMERGENCY SUPPORT

It is hereby made a part of this request for proposals that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City shall be provided goods and services on a first priority basis. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the City.

Proposer agrees to provide services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services in the event of a disaster, emergency or hurricane. Proposer shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

FORMAL AGREEMENT

The successful Proposer will be required to enter into a formal agreement with the City. At all times during the term of the contract, the successful Proposer shall act as an independent Contractor and at no time shall be considered an agent or partner of the City. The fee for the services to be rendered will be as provided in the proposal. The successful proposal shall become an integral part of the contract, but may be modified by the provisions of the contract. Proposer agrees and understands that a specific scope or project may require coordination with another Bank or Banks and further agrees that the utmost professionalism will be exemplified at all times.

TERM OF CONTRACT

The term of the contract shall be for a period of one year. The City will not accept alternative terms.

TERMINATION

The contract may be terminated by the City at any time, with or without cause.

FIDELITY BOND

The proposer shall procure and maintain a Blanket Fidelity Bond on each employee handling City funds (receipt, recording and transferring) for the term of the contract. The minimum limits of coverage shall be \$1,000,000 per occurrence.

V.INSURANCE REQUIREMENTS

The successful proposer or individual entering a resulting contract with the City shall obtain, pay for, and maintain in full force and affect at all times during the term of the Agreement derived from this RFP, services to be performed insurance as set forth below:

- A. GENERAL LIABILITY INSURANCE: coverage in an amount not less than \$5,000,000.00 per occurrence.

Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this agreement. The minimum limits of coverage shall be \$1,000,000 per occurrence/\$2,000,000 aggregate.

- B. PROFESSIONAL LIABILITY INSURANCE: coverage in an amount not less than \$5,000,000.00 per occurrence.
- C. Contractual, insurance broad form property, Independent contractor, personal injury not less than \$3,000,000 annual aggregate.
- D. AUTOMOBILE LIABILITY: coverage with policy limits of not less than \$1,000,000.00 for injuries per person in any one accident or occurrence and \$1,000,000.00 in the aggregate for injuries per occurrence or accident, with \$100,000.00 for property damage in any one accident or occurrence, or \$1,000,000.00 Combined Single Limit, covering each motor vehicle operated on City property.
- E. WORKERS COMPENSATION INSURANCE: coverage with Statutory limits as well as Employers' Liability coverage with minimum limit of \$1,000,000.00.
 - a. \$1,000,000 per accident
 - b. \$1,000,000 disease each employee
 - c. \$1,000,000 disease policy limit

Contractor shall name the City as an additional insured under its general and professional liability insurance.

During the life of the contract, the successful proposer shall procure and maintain all insurances listed above. Proof of insurance is required before the contract is signed. It shall be the responsibility of the successful proposer to ensure that all subcontractors comply with all of the insurance requirements.

The successful proposer must maintain in full force and effect, during the life of this engagement, Standard Professional Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) each occurrence with a maximum deductible of Fifty Thousand Dollars (\$50,000.00). Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any legal services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

The commercial general liability and excess liability policies will name the City as an additional insured, and proof of such coverage shall be furnished to the City by way of an endorsement to same or a certificate of insurance no later than ten (10) days prior to the provision of services under the awarded contract and upon renewal of each policy each year the awarded contract remains in effect and for a period of one (1) year after the termination of the contract. All such insurance must be with an insurance carrier approved and authorized to do business in the state of Florida, and who must have a rating of no less than "excellent" by A.M. BEST, or as mutually agreed upon by the City and the successful proposer. All such insurance policies may not be modified or terminated without the express written authorization of the City. The insurance requirements set forth herein may be modified by the City in its sole discretion in competitive negotiations.

Misrepresentation of any material fact, whether intentional or not, regarding the proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any resulting. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each proposer or individual's proposal.**

VI. GENERAL TERMS AND CONDITIONS

Non Response Statement: If unable to submit a proposal, please sign and return the “Statement of No-Proposal” by mail or fax advising the reason for not submitting a proposal. To ensure inclusion in future bids, a Proposer should submit a “Statement of No-Proposal” to be received by the Finance Department no later than the stated proposal opening date and time.

Obligation of Proposer: By submitting a proposal, the Proposer covenants and agrees that they have satisfied themselves from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

Proposal Preparation Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a proposal to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

Cost Discussions: The Proposer must not discuss cost information, except for clarification requested by the City of Riviera Beach prior to the posting of proposal results, with any employee, Commission member or authorized representative of the City. Violation of this restriction will result in rejection of the said Proposal.

Addendum: All addendum issued during the time of proposing shall become part of the proposing documents, and receipt thereof must be acknowledged in writing with the proposal. The City of Riviera Beach accepts no responsibility for inaccurate proposals due to missed information contained in any addendum. Each Proposer should ensure that they have received all addendums and amendments to the RFP before submitting their proposals. Please access the City of Riviera Beach web site at for any addendum.

Late Proposals: Proposals will be opened and recorded on the date and time indicated, at the location specified in the proposal request. It is the Proposers' responsibility to make certain that his/her proposal is in the hands of the Finance Director prior to the opening time at the specified location. City of Riviera Beach accepts no responsibility for late or misdirected mail deliveries. Late proposals will not be considered.

Consideration of Proposals: The City of Riviera Beach reserves the right to award the contract to the Proposer(s) that the City of Riviera Beach deems to offer the best overall proposal. The City of Riviera Beach is therefore not bound to accept a proposal on the basis of lowest price. In addition, the City of Riviera Beach at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the City of Riviera Beach to do so. The City of Riviera Beach also reserves the right to make multiple or split awards if it is deemed to be in the Commission's best interest.

Qualifying Proposals: City of Riviera Beach reserves the right to require a Proposer to submit such evidence of qualifications as it may deem necessary and may consider any evidence available concerning the financial and other qualifications of the Proposer.

Public Entity Crime: An entity, person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list as provided in Section 287.133 of the Florida Statutes.

Disability Compliance Requirements: All Contractors hired by the City of Riviera Beach are required to abide by the regulations of the U.S. Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities.

Insurance Requirements: Bank must be FDIC insured. City deposits in excess of FDIC coverage must be fully collateralized as described in the Florida Security for Public Deposit Act, Florida Statute 280.01. Professional or other liability insurances for other non-deposit services as appropriate.

Deductibles. Any and all deductibles to the above referenced policies are to be the responsibility of the successful firm.

Hold Harmless: The City shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property, or loss of use resulting from or arising out of performance of this agreement or contract, unless such claims are a result of the City's sole negligence. The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of this agreement or contract, unless such claims are a result of the City's sole negligence.

Proposal Acceptance Period: Any proposal in response to this solicitation shall be valid for 60 days following opening of proposal, to allow for formal action by the Commission. The Proposer agrees that during such time the proposal will remain firm and irrevocable. At the end of the 60 days, the proposal may be withdrawn at the written request of the Proposer. If the proposal is not withdrawn at that time, it remains in effect until a contract is awarded or the solicitation is canceled.

Evaluation Process: The Evaluation Committee will evaluate all proposals received. The committee will examine each proposal and determine how effectively it satisfies the RFP.

Proposal Award: Award is expected to be made to the Proposer who best meets the requirements of City of Riviera Beach considering responsibility, responsiveness and price. A written contract and/or purchase order detailing agreed terms will be rendered between the City of Riviera Beach and the firm achieving a successful proposal. The City reserves the right to award any contract(s) or engagements in whole or in part, to the firm(s) which it deems to offer the best overall service. The City also reserves the right to negotiate separately with competing firms as deemed in the City's best interest. The City Commission's decision shall be final.

Contract Approval: Terms of the contract will include any and all items as specified in the proposal, plus mutually agreed terms and conditions. The City Commission shall be the sole judge of the proposals and the resulting negotiated agreement that is in the best interest of the City. The contract shall be submitted to the City Commission for final approval. If awarded, the contract will be effective on the date is approved by the City Commission of the City of Riviera Beach signed by all required parties and filed with the City Clerk.

Clarification: The City of Riviera Beach reserves the right to request clarification of information submitted and to request additional information of one or more Proposers, if needed.

Conflict of Interest: The award hereunder is subject to the laws of the State of Florida. All Proposers must disclose, with their proposal, the name of any officer, director, or agent who is also an employee of the City of Riviera Beach. Further, all Proposers must disclose the name of any City of Riviera Beach employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

Prohibition of Gifts to City Employees: No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

Legal Requirements: Applicable provisions of all federal, state, county and city laws, and all ordinances, rules, and regulations shall govern development, proposal and evaluation of all proposals received in response hereto and shall govern all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Riviera Beach. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof. Proposers have certain rights under Chapter 120, Florida Statutes. Failure to follow proper procedures for a timely protest shall constitute a waiver of all further proceedings under Florida Statute 120.53(5).

Other Agencies: All respondents awarded contracts from this solicitation may, upon mutual agreement, permit any municipality or other government agency to participate in the contract

under the same prices, terms and conditions. If the period of time is not defined within this solicitation, the prices, terms and conditions shall be firm for 120 days from date of award. Further it is understood that each agency shall issue their own purchase order to the awarded respondent(s).

Non-warranty of Specifications: Due care and diligence have been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures shall rest solely with the provider. Neither the City nor its representatives shall be responsible for any errors or omission in this RFP nor for the failure on the part of the proposer(s) to determine the full extent of exposures.

Interviews: The City reserves the right to conduct personal interviews or require presentations of any or all Proposers prior to selection. The City will not be responsible for any cost incurred by the Proposer in connection with such presentations or interviews (i.e. travel, accommodations etc.)

Request for Modification: The City reserves the right to request that the proposer modify his proposal to more fully meet the needs of the City.

Acceptance/Rejection/Modification of Proposal: The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive

Remainder of page left blank intentionally.

VII. Required Forms

A. Vendor Sworn Statement on Public Entity Crimes

B. Vendor Reference Forms

C. Acknowledgment for Vendor Proposal

D. Drug Free Workplace

E. Litigation History

F. Price Proposal

ATTACHMENT A
VENDOR SWORN STATEMENT ON PUBLIC ENTITY CRIMES
NON-COLLUSION AFFIDAVIT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a) A predecessor or successor of a person convicted of a public entity crime; or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(a), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 2016.

Personally known _____ or produced identification _____
(Type of identification)

State of Florida
County of _____
My commission expires _____

(Notary Public)

ATTACHMENT B
VENDOR REFERENCE FORM

Please provide all requested information for each reference.

Company Name: _____

Business Type: _____

Contact Person: _____

Telephone: _____

Email: _____

Date of Term and Contract: _____

Company Name: _____

Business Type: _____

Contact Person: _____

Telephone: _____

Email: _____

Date of Term and Contract: _____

Company Name: _____

Business Type: _____

Contact Person: _____

Telephone: _____

Email: _____

Date of Term and Contract: _____

ATTACHMENT C

VENDOR PROPOSAL FORM

SIGNATURE ACKNOWLEDGEMENT

To: City of Riviera Beach, a Political Subdivision of Palm Beach County and the State of Florida

Date: _____

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same construction, service, or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Request for Proposal and certify that I have read and understand the proposal documents. I have completed and submitted all proposal submittals and I am authorized to sign this proposal for the Vendor. In submitting a proposal to the City of Riviera Beach, the Vendor offers and agrees that if the proposal is accepted, the Vendor will convey, sell, assign or transfer to the City of Riviera Beach all rights, title, and interest in and all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Riviera Beach. At the City of Riviera Beach's discretion, such assignment shall be made and become effective at the time the City of Riviera Beach tenders final payment to the Vendor.

VENDOR NAME

AUTHORIZED SIGNATURE (MANUAL)

MAILING ADDRESS

NAME AND TITLE (TYPED/PRINTED)

CITY, STATE and ZIP CODE

(AREA CODE) TELEPHONE NUMBER

EMAIL

(AREA CODE) FAX NUMBER

ATTACHMENT D

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

THIS CERTIFICATION is submitted by _____ the (INDIVIDUAL'S NAME)

_____ of _____ (TITLE/POSITION WITH COMPANY/VENDOR) (NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE

DATE

ATTACHMENT E

Litigation History

RFP#: _____ MATERIAL CASE SYNOPSIS	Vendor: _____ Vendor's Parent Company: _____ Vendor's Subsidiary Company: _____ Vendor's Predecessor Organization: _____
Party	Plaintiff Defendant
Case Name	
Case Number	
Date Filed	
Name of Court or other tribunal	
Type of case	Civil Administrative Regulatory Criminal Bankruptcy
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case	Pending Settled Dismissed
(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Judgment Vendor's Favor Judgment Against Vendor If Judgment Against, Is Judgment Satisfied? Yes No
Opposing Counsel	Name: Email: Phone number:

ATTACHMENT F
PRICE PROPOSAL FORM
BODY WORN CAMERAS AND VIDEO MANGEMENT SOLUTION

INSTRUCTIONS

The Proposer’s price shall be submitted on this “Price Proposal Form”. All sections of this form must be filled in (**Note**: If not applicable, the Proposer must indicate as such “N/A”).

The proposed pricing must include, but not be limited to, the body worn camera device and accessories, associated video management software, hosted storage of video, configuration, implementation, training services, ongoing hosting, maintenance, and technical support services, and professional services required to meet the criteria outlined.

PROPOSED PRICE

The proposed price shall be inclusive of all cost factors needed to successfully implement and maintain the services described under Section 1. **Please provide a total price for the initial five (5) year term.**

DESCRIPTION	TOTAL
Body Worn Camera Devices and Accessories <i>(Provide cost breakdown in Table-1 below)</i>	\$
Software License/Hosting/Maintenance/Technical Support Service Fees for Video Management Solution (Redaction) <i>(Provide cost breakdown in Table-2 below)</i>	\$
Professional Services <i>(Provide cost breakdown in Table-3 below)</i>	\$
Testing and Configuration Services <i>(Provide cost breakdown in Table-4 below)</i>	\$
Training (including travel and miscellaneous expenses) <i>(Provide cost breakdown in Table-5 below)</i>	\$

TOTAL PRICE (INITIAL FIVE-YEAR TERM)	\$
---	----

BREAKDOWN OF PROPOSED PRICE

The Proposer shall provide a breakdown of the total proposed price by categories as indicated below:

TABLE – 1: BREAKDOWN FOR PROPOSED BODY WORN CAMERA DEVICES AND ASSOCIATED ACCESSORIES			
Body Worn Camera (Manufacturer and Model Number)	Quantity	Unit Price Per BWC and Accessories	Total Price (Unit Price x Quantity)
	110	\$	\$
Total for Proposed Body Worn Camera Devices And Associated Accessories:			\$

TABLE – 2: SOFTWARE LICENSE, HOSTING, MAINTENANCE AND TECHNICAL SUPPORT SERVICES FEES / REDACTION		
Description	Annual Fee	Extended Total
Software License, Hosting, Maintenance and Technical Support Services		\$
		\$
		\$
		\$
Total For Software License, Hosting, Maintenance and Technical Support Services:		\$

TABLE – 3: BREAKDOWN FOR PROFESSIONAL SERVICES		
Description	Proposed Number of Hours	Unit Price Per Hour
		\$
		\$
		\$

		\$
Total For Professional Services:		\$

TABLE – 4: BREAKDOWN FOR TESTING AND CONFIGURATION SERVICES		
Description	Proposed Number of Hours	Unit Price Per Hour
		\$
		\$
		\$
		\$
Total For Testing and Configuration Services:		\$

TABLE – 5: BREAKDOWN FOR TRAINING (including travel and miscellaneous expenses)		
Description	Proposed Number of Training Days	Unit Price Per Day Of Training
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total For Training:		\$

OPTIONAL PRODUCTS/SERVICES

The Proposer shall also include any optional products/services other than those included above under the “Total Proposed Price”, such as the cost of renewing software licenses beyond the initial five-year term, for consideration by the City.

These optional products/services must be submitted and clearly marked separate from the above components for the initial five-year “Total Proposed Price”.

